

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM316483

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900298688		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOCAL GARMENT, LLC		09/05/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AXS FOLK TECHNOLOGY, INC.		
Street Address:	1640 Naomi Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90021		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4548750	AXS FOLK TECHNOLOGY	
Registration Number:	4548726	AXS FOLK TECHNOLOGY	
Registration Number:	4422005	AXS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	josephwon@gmail.com		
Correspondent Name:	AXS FOLK TECHNOLOGY, INC.		
Address Line 1:	1640 Naomi Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90021		
NAME OF SUBMITTER:	AXS FOLK TECHNOLOGY, INC.		
SIGNATURE:	/AXS FOLK TECHNOLOGY, INC./		
DATE SIGNED:	09/09/2014		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter referred to as the "Assignment") is made and entered into on the 5th day of ~~August~~ ^{September} 2014 (the "Effective Date"), by and between the following parties:

SOCAL GARMENT, LLC
4700 Boyle Avenue, Unit C
Vernon, CA 90058

(the "Assignor")

AND

AXS FOLK TECHNOLOGY, INC.
1640 Naomi Avenue
Los Angeles, CA 90021

(the "Assignee")

RECITALS:

WHEREAS, the Assignor is the owner of certain trademarks and the corresponding registrations and/or applications for registration (collectively referred to as the "Trademarks") set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment;

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements of the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks).

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignor's entire right, title and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (b) perform such other acts as Assignee reasonably may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

2. MUTUAL RELEASE.

Assignor and Assignee have had prior business dealings arising from or related to the Trademarks (the "Business Dealings"). By this assignment of the Trademarks, Assignor and Assignee wish to completely resolve any and all disputes or potential disputes arising from or related to the Trademarks and their Business Dealings. Accordingly, upon execution of this Agreement by all parties, and except for the parties' respective and continuing obligations under this Agreement, and in consideration of the terms of this Agreement, which is good and valuable consideration: (1) Assignor does release, acquit, and forever discharge Assignee and all of their attorneys, servants, agents, officers, directors, shareholders, managers, members, partners, guarantors, employees, and all others, of and from the Business Dealings, and all claims, actions, causes of action, demands of every kind and nature, in law, in equity, or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, for damages actual, incidental or consequential, past and future, arising from or related to the Business Dealings, and any other possible claims, counter claims, or defenses that could have been asserted, and (2) Assignee does release, acquit, and forever discharge Assignee and all of its attorneys, servants, agents, officers, directors, shareholders, managers, members, partners, guarantors, employees, and all others, of and from the Business Dealings, and all claims, actions, causes of action, demands of every kind and nature, in law, in equity, or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, for damages actual, incidental or consequential, past and future, arising from or related to the Business Dealings, and any other possible claims, counter claims, or defenses that could have been asserted.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of California.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded, and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS ASSIGNMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS ASSIGNMENT. THIS ASSIGNMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

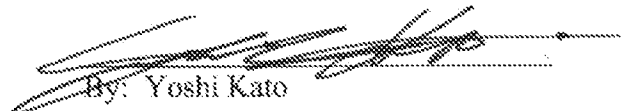
7. COPIES AND COUNTERPARTS.

This Agreement may be executed in counterparts. Upon execution by all parties hereto, the counterparts shall be deemed to be a single agreement binding on the parties. A photo static or facsimile signature to this Agreement shall be deemed as an original signature for any and all purposes for which an original signature would otherwise be required.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the Effective Date.

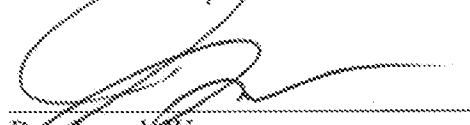
"Assignor"

SOCAL GARMENT, LLC,
a California limited liability company


By: Yoshi Kato
Its: Manager

"Assignee"

AXS FOLK TECHNOLOGY, INC.,
a California corporation


By: Joseph Won
Its: President

STATE OF CALIFORNIA)

) ss

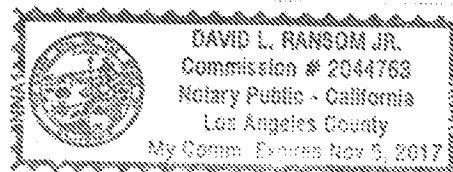
COUNTY OF LOS ANGELES)

On September 5, 2014, before me, David L. Ransom Jr.,
a notary public, personally appeared Yoshi Kato who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the
within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~
authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~) or
the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal

David L. Ransom Jr. (SEAL)



STATE OF CALIFORNIA)

) ss

COUNTY OF LOS ANGELES)

On September 5, 2014, before me, David L. Ransom Jr.
a notary public, personally appeared Joseph Won who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the
within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~
authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or
the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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foregoing paragraph is true and correct.

WITNESS my hand and official seal

David L. Ransom Jr. (SEAL)

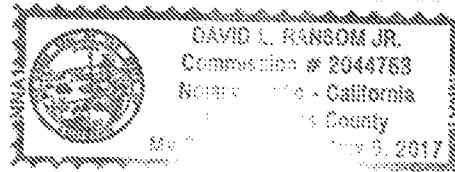
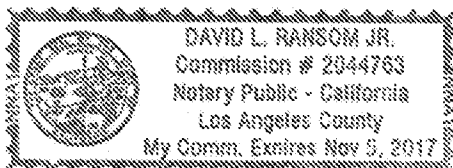


EXHIBIT A

Trademarks

1. U.S. Registration No. 4548750 AXS FOLK TECHNOLOGY
2. U.S. Registration No. 4548726 AXS FOLK TECHNOLOGY
3. U.S. Registration No. 4422005 AXS